

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA  
CASE NUMBER: 1:18-cv-932**

ZURICH AMERICAN INSURANCE  
COMPANY,

Plaintiff,

v.

COVIL CORPORATION; SENTRY  
CASUALTY COMPANY; UNITED STATES  
FIDELITY AND GUARANTY COMPANY;  
TIG INSURANCE COMPANY, as successor  
in interest to Fairmont Specialty Insurance  
Company, f/k/a Ranger Insurance Company;  
HARTFORD ACCIDENT AND INDEMNITY  
COMPANY; ANN FINCH, as Executrix of the  
Estate of Franklin Delenor Finch, DARRELL  
A. CONNOR, as Executrix of the Estate of  
Charles Franklin Connor; ROBERT A.  
MULLINAX, as Executor of the Estate of Jack  
Junior Waugh; ROBERT JOSEPH ELLIS; and  
SHARON WHITEHEAD, as Executrix of the  
Estate of James T. Whitehead;

Defendants.

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**SENTRY INSURANCE A MUTUAL COMPANY'S ANSWER TO CROSS-CLAIM BY  
DEFENDANT TIG INSURANCE COMPANY**

Defendant SENTRY INSURANCE A MUTUAL COMPANY, sued herein incorrectly as  
Sentry Casualty Company (“Sentry”), by its attorneys Murphy & Grantland, P.A. and Rivkin  
Radler LLP, answers the Cross-Claim by Defendant TIG Insurance Company as follows:

1. No answer is required to Paragraph 90.
2. Sentry admits the allegations of Paragraph 91.
3. Sentry admits the allegations of Paragraph 92.
4. Sentry denies knowledge and information sufficient to form a belief as to the truth  
of the allegations in Paragraphs 93 through 99, inclusive.

5. No answer is required to Paragraphs 100 or 101.

6. Sentry admits the allegations of Paragraphs 102 through 104, inclusive.

7. No answer is required to Paragraph 105.

8. Sentry admits the allegations of Paragraph 106.

9. Sentry denies knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraphs 107 and 108.

10. Sentry denies knowledge and information sufficient to form a belief as to the truth of the allegations in Paragraph 109, except Sentry states that the allegations made by Covil in this and other litigations speak for themselves.

11. Sentry admits the allegations of Paragraph 110.

12. Sentry admits the allegations of Paragraph 111.

13. To the extent Paragraph 112 alleges conclusions of law, no answer is necessary, and Sentry leaves all issues of law for the Court. Notwithstanding this, Sentry denies that it has any obligations of equitable contribution, indemnification, subrogation, or otherwise to TIG.

14. With respect to Paragraph 113, Sentry leaves all questions of law for the Court, but denies that TIG is entitled to judgment in its favor against Sentry.

#### **AFFIRMATIVE DEFENSES**

15. Sentry hereby incorporates all of the affirmative defenses that it has alleged in its Answer to Plaintiff's Complaint for Declaratory Judgment and Other Relief [ECF No. 12].

**WHEREFORE**, Sentry respectfully requests that this Court enter judgment that it has no obligations of equitable contribution, indemnification, subrogation, or otherwise to TIG, and that it award to Sentry such other and further relief as it deems just and proper.

Dated: January 30, 2019

/s/Wesley B. Sawyer

Wesley B. Sawyer (Fed Bar # 049504)

Attorney for Defendant Sentry Insurance a Mutual  
Company

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(By Special Appearance)